

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Central Valley Project, California

INTERIM RENEWAL CONTRACT BETWEEN THE UNITED STATES  
AND  
WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 2  
PROVIDING FOR PROJECT WATER SERVICE

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in  
pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or supplementary  
thereto, including, but not limited to, the acts of August 26, 1937 (50 Stat. 844), as amended and  
supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2, 1956  
(70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), as amended, and  
Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all collectively hereinafter referred to as  
Federal Reclamation law, between the UNITED STATES OF AMERICA, hereinafter referred to as the  
United States, and WESTLANDS WATER DISTRICT DISTRIBUTION DISTRICT NO. 2, hereinafter  
referred to as the Contractor, a public agency of the State of California, duly organized, existing, and  
acting pursuant to the laws thereof;

WITNESSETH, That:

EXPLANATORY RECITALS

WHEREAS, Mercy Springs Water District (District) and the Contractor executed an  
agreement on March 1, 2003, to provide for the assignment to the Contractor of 4,198 acre-feet of  
project water under the District's interim renewal contract identified as Contract  
No. 14-06-200-3365-IR8; and

29 WHEREAS, the Contractor entered into an interim renewal contract identified as  
30 Contract No. 14-06-200-3365A-IR8-C, hereinafter referred to as the Existing Interim Renewal Contract,  
31 which provided for continued water service to the Contractor from March 1, 2004, through  
32 February 28, 2006; and

33 WHEREAS, the United States and the Contractor have made significant progress in their  
34 negotiations of a long-term renewal contract, believe that further negotiations on the long-term renewal  
35 contract would be beneficial, and mutually commit to continue to negotiate to seek to reach agreement,  
36 but anticipate that the environmental documentation necessary for execution of any long-term renewal  
37 contract will be delayed until the summer of 2006 and may be delayed further for reasons beyond the  
38 control of the parties; and

39 WHEREAS, the Contractors have requested a subsequent interim renewal contract  
40 pursuant to Subdivision (b)(1) of Article 2 of the Existing Interim Renewal Contract; and

41 WHEREAS, the United States has determined that the Contractor has to date fulfilled  
42 all of its obligations under the Existing Interim Renewal Contract; and

43 WHEREAS, the United States is willing to renew the Existing Interim Renewal  
44 Contract pursuant to the terms and conditions set forth below;

45 NOW, THEREFORE, in consideration of the mutual and dependent covenants herein  
46 contained, it is hereby mutually agreed by the parties hereto as follows:

47 INCORPORATION AND REVISION OF EXISTING INTERIM RENEWAL CONTRACT

48 1. The terms and conditions of the Existing Interim Renewal Contract are hereby  
49 incorporated by reference into this Contract with the same force and effect as if they were included in  
50 full text with the exception of Article 2 thereof, which is revised as follows:

51           (a)     The first sentence in Subdivision (a) of Article 2 of the Existing Interim Renewal  
52 Contract is modified as follows: “This interim renewal contract shall be effective from March 1, 2006,  
53 and shall remain in effect through February 28, 2007, and thereafter will be renewed as described in  
54 Subdivision (a) of Article 2 if a long-term renewal contract has not been executed with an effective  
55 commencement date of March 1, 2007.”

56           (b)     Subdivision (b)(1) of Article 2 of the Existing Interim Renewal Contract is  
57 amended by deleting the date “February 15, 2006,” and replacing same with the date “February 15,  
58 2007.”

59           (c)     Subdivision (b)(2) of Article 2 of the Existing Interim Renewal Contract is  
60 amended by deleting the dates “February 1, 2006,” “February 15, 2006,” and “February 28, 2006,” and  
61 replacing same with the dates “February 1, 2007,” “February 15, 2007,” and “February 28, 2007,”  
62 respectively.

63 IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day  
64 and year first above written.

65 UNITED STATES OF AMERICA

66 By: \_\_\_\_\_  
67 Regional Director, Mid-Pacific Region  
68 Bureau of Reclamation

69 (SEAL)

70 WESTLANDS WATER DISTRICT  
71 DISTRIBUTION DISTRICT NO. 2

72 Attest:

73 \_\_\_\_\_  
74 Secretary

By: \_\_\_\_\_  
President

75 (H:\pub440\Interim Renewal Contracts - Drafts, charts, etc.\2006-2007 IRC's\Other Than CVC Revised 12-  
76 14-05\Westlands#2 -3365A-IR9-C (3-1-06 - 2-28-07) Revised 12-14-05.doc)